

THIS SPACE FOR BXA USE

786851

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
MULTIPLE TRANSACTIONS (Sheet No. 1)

(For reporting requests described in 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE.

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of the commodities or technical data supplied in Item 9 of this report and in any accompanying documents. *If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.* You can obtain this protection by certifying, in Item 5 of the report, that disclosure of the information regarding the quantity, description and value of the commodities or technical data referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 5, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 9 of the public inspection copy of the report form and from the public inspection copies of the accompanying documents. The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

A 1
BATCH 2 372A 5
MONTH/YEAR 0697 6 9

This report is required by law (50 U.S.C. App. §2403-1a(b); P.L. 95-52; E.O. 12002; 15 CFR Part 769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

INSTRUCTIONS: 1. This form may not include a transaction report that is filed late, nor indicate a decision on request other than those coded in Item 4 below. 2. This form may be used to report on behalf of another United States person if all transactions apply to the person identified in Item 2, but may not be considered as a dual report on behalf of both persons identified in Item 1a and Item 2. 3. Limit each report to 75 transactions or less. 4. Attach as many continuation sheets as needed. Enter sheet number and name of reporting firm on each continuation sheet (starting with Sheet No 2). 5. List each transaction across the continuation sheet, completing all items that apply. Use as many lines as necessary but separate transactions with a blank space or line. 6. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 7. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. *If you certify, in Item 5, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the right hand portion of the Duplicate (Public Inspection Copy) of the continuation sheet(s) relating to Column 9.* **MULTIPLE TRANSACTIONS:** Public reporting for this collection of information is estimated to average one hour per reported request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503.

1a. Identify firm submitting this report:

Name: **Texaco Inc**
Address: **2000 Westchester Ave**
City, State and ZIP: **White Plains, NY 10650**
Country (if other than USA):
Telephone: **914 253-4000**
Firm Identification No. (if known) **113647**

Specify firm type:

- ☒ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☐ Other

1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)
☒ Report on behalf of the person identified in item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):

Name: **Texaco International Trader Inc**
Address: **2000 Westchester Ave**
City, State and ZIP: **White Plains, NY 10650**
Country (if other than USA):
Type of firm: (see list in item 1a) **Exporter**

3. REQUESTING DOCUMENT CODES (use to code Column 6 of continuation sheet)

- C Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
U Unwritten, not otherwise provided for (make transcript of request and submit two copies)
L Letter of credit
R Requisition/purchase order/accepted contract/ shipping instruction
B Bid invitation/tender/proposal/trade opportunity
Q Questionnaire (not related to a particular dollar value transaction)
9 Other written

Submit two copies of each document or relevant page in which the request appears.

4. DECISION ON REQUEST CODES (use to code Column 7 of continuation sheet)

- R Have not taken and will not take the action requested
T Have taken or will take the action requested

5. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign Below)

- ☒ I (we) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:
☒ Column 9 of the attached continuation sheets (If you check this box, be sure to remove column 9 from the Duplicate (Public Inspection Copy)) of the continuation sheets.
☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (we) request that it be kept confidential.
☐ I (we) authorize public release of all information contained in the report and in any attached documents.
I (we) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink Roy L. Eggenberger Type or print R. L. EggenbergerDate 5/28/97

Column (2) Also enter firm identification number assigned to exporting firm, if known. (6) Use codes found on Sheet No. 1 to specify type(s) of document conveying the request. (7) Use codes found on Sheet No.1 to indicate whether action taken or not taken. (8) Enter reporting firm's reference number (e.g., letter of credit, customer order, invoice). This number must appear on corresponding copy of document or relevant page. Attach copies in same order as listed on continuation sheet(s).		SHEET NO. 786851		FORM BXA-6051P-a (Rev. 10-89)			
		REPORTING FIRM (Name)		REPORT OF REQUEST FOR RESTRICTIVE TI MULTIPLE TRANSACTIONS (C			
		TEXACO					
RSN SUBSET RTP/CLASS OTHER PARTY FIN	NAME AND ADDRESS OF EXPORTING FIRM INVOLVED (unless same as item 1a or item 2 on Sheet No. 1)	BOYCOTTING COUNTRY	BOYCOTTED COUNTRY OR COUNTRIES	DATE REQUEST RECEIVED BY FIRM (month/day/year)	REQUEST- ING DOCUMENT CODE	DECISION ON REQUEST CODE	YOUR REFERENCE NUMBER
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
THIS SPACE FOR BXA USE NOT REPORTABLE Reportable NOT REPORTABLE NOT REPORTABLE		Iraq	Unable to det	3/10/97	R	T	BAY 30197 OP (32)
		Nigeria	Israel,dest a proh time to time	3/13/97	R	T	CFP 32997 OP (33)
		Norway	Namibia & poss others	3/27/97	R	T	Dragon Credit STO 33897 OP (36)
		Norway	Namibia & poss others	3/27/97	R	T	STO 33897 OP (37)

(Remove stub from public inspection copy at perforation if confidentiality is requested in Sheet No. 1)

NNPC

not less than ninety (90) days to convert up to fifty per cent (50%) of the Contract volume to C.I.F. or C.&F. sales provided it can offer reasonably competitive freight rates and other terms are mutually agreed upon.

19.3 The BUYER shall obey all normal procedures and instructions in force at Nigerian Oil Terminals.

PARAGRAPH 20: TRANSFER OF PROPERTY AND RISK

20 For the purpose of allocation of risk in all F.O.B. sales, Title to any quantity of crude oil under the Contract shall pass to the BUYER when the oil passes the tanker's permanent hose-connection at the loading terminal. All loss, damage or risk thereafter shall be on BUYER.

PARAGRAPH 21: PROHIBITED DESTINATIONS

21 The BUYER shall have and is hereby given an irrevocable right to export the said Nigerian crude oil to any country except South Africa and Israel and any other country not specifically named herein to which the export of Nigerian crude oil may be prohibited from time to time by the Nigerian Government in its absolute discretion.

PARAGRAPH 22: FORCE MAJEURE

22 No failure or omission to carry out or to observe any of the terms, provisions or conditions of the Contract shall, except as is herein expressly provided to the contrary, give rise to any claim by one party hereto against the other or be deemed to be a breach of the Contract, if such failure or omission arises from any

NNPC

not less than ninety (90) days to convert up to fifty per cent (50%) of the Contract volume to C.I.F. or C.&F. sales provided it can offer reasonably competitive freight rates and other terms are mutually agreed upon.

19.3 The BUYER shall obey all normal procedures and instructions in force at Nigerian Oil Terminals.

PARAGRAPH 20: TRANSFER OF PROPERTY AND RISK

20 For the purpose of allocation of risk in all F.O.B. sales, Title to any quantity of crude oil under the Contract shall pass to the BUYER when the oil passes the tanker's permanent hose-connection at the loading terminal. All loss, damage or risk thereafter shall be on BUYER.

✓ **PARAGRAPH 21: PROHIBITED DESTINATIONS**

21 The BUYER shall have and is hereby given an irrevocable right to export the said Nigerian crude oil to any country except South Africa and Israel and any other country not specifically named herein to which the export of Nigerian crude oil may be prohibited from time to time by the Nigerian Government in its absolute discretion.

PARAGRAPH 22: FORCE MAJEURE

22 No failure or omission to carry out or to observe any of the terms, provisions or conditions of the Contract shall, except as is herein expressly provided to the contrary, give rise to any claim by one party hereto against the other or be deemed to be a breach of the Contract, if such failure or omission arises from any

10

NNPC

not less than ninety (90) days to convert up to fifty per cent (50%) of the Contract volume to C.I.F. or C.&F. sales provided it can offer reasonably competitive freight rates and other terms are mutually agreed upon.

- 19.3 The BUYER shall obey all normal procedures and instructions in force at Nigerian Oil Terminals.

PARAGRAPH 20: TRANSFER OF PROPERTY AND RISK

- 20 For the purpose of allocation of risk in all F.O.B. sales, Title to any quantity of crude oil under the Contract shall pass to the BUYER when the oil passes the tanker's permanent hose-connection at the loading terminal. All loss, damage or risk thereafter shall be on BUYER.

PARAGRAPH 21: PROHIBITED DESTINATIONS

- 21 The BUYER shall have and is hereby given an irrevocable right to export the said Nigerian crude oil to any country except South Africa and Israel and any other country not specifically named herein to which the export of Nigerian crude oil may be prohibited from time to time by the Nigerian Government in its absolute discretion.

PARAGRAPH 22: FORCE MAJEURE

- 22 No failure or omission to carry out or to observe any of the terms, provisions or conditions of the Contract shall, except as is herein expressly provided to the contrary, give rise to any claim by one party hereto against the other or be deemed to be a breach of the Contract, if such failure or omission arises from any

35